**BENGALURU METROPOLITAN TRANSPORT CORPORATION**
Traffic Commercial Department, Central Office, 2nd Floor, K H Road, Shanthinagar, Bengaluru-27.

# Terms and Conditions for selection of licensee to operate, maintain and manage the Commercial/ Office space (Except Refreshment Room) available at Various bus stations of BMTC.

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## 1. Tender Notification & Mode of Submission of Tenders:

a. The Tender/Negotiation/Bids shall be submitted through e-procurement portal only. (http://kppp.karnataka.gov.in.)

b. Tenderers/bidders need to register with the e-procurement portal to submit their bids online. The tender document can be viewed free of cost from the e-procurement portal.

c. Tender processing fee & EMD will be accepted only in the form of electronic cash (not through DD or bank guarantee). Entire EMD amount shall be paid in a single transaction in e-portal

d. Each bidder shall submit only one tender / Bid for tender.

e. Corrigendum, modification, corrections if any will be published in the website only(e-portal)

f. Deadline for submission of tender/negotiation / Bids may be extended to give the prospective licensees reasonable time to take into consideration of the addendum.

g. Bids shall remain valid for a period of 90 days after the deadline date for tender submission. The Tenderer shall not withdraw or revise the Tender during this period. In case any tenderer reviews or withdraw his tender during this period, the amount paid by the bidder (EMD/SECURITY DEPOSIT) shall be forfeited in addition to other remedies open to the Corporation in respect of the loss which may be caused due to such withdrawal of alteration.

h. The License fee shall be exclusive of the Corporation Tax. All statutory liabilities and other taxes, duties levies and penalties, if any payable to Central Government, State

Government, Local body/authorities etc., shall be borne by the licensee. It is the responsibility of the licensee to obtain necessary permission from local bodies.

i. BMTC does not bind itself to provide the exact area tendered and reserves the right to extend or decrease the area without assigning any reasons thereof without being answerable to the offer in any manner whatsoever. Prorate license fee will be fixed for the actual area provided.

2. **Reserve price ( License Fee):**

The License fee is exclusive of the GST & Corporation Tax. All statutory liabilities and other taxes, duties levies and penalties, if any payable to Central Government, State Government, Local body/authorities etc., shall be borne by the licensee. It is the responsibility of the licensee to obtain necessary permission from local bodies.

3. **The space of accommodation for commercial/ Office purpose under "as is where is basis" condition only.**

4. **Period of License:**

The period of License is **06(Six) years** from the date of signing of agreement.

5. **Mode of Selection:**

**a. The selection will be on the basis of highest rates quoted per month in Rs._____ (Including all the taxes). The bidder shall quote his/her offer per month including all the taxes.**

**b.** The bidder should attach all the scanned certificates pertaining to eligibility criteria, qualification information documents in the E-Portal only. No physical documents shall be considered. (Scanned copies should be visible and should have clarity). No documents shall be accepted in person manually and the bidder shall confirm for uploading of all the documents.

**c.** The Successful bidder shall produce all the original documents/certificates uploaded in e-portal at the time of tender opening/evaluation of tender and any documents

other than uploaded in e-portal will not be accepted/ considered.

**d.** The tenderer/ bidder shall quote their offer in terms of monthly license fee inclusive of Goods & Service Tax. Only Property Tax is payable from Licensor.

**e.** **The bidder shall upload the scanned copies of the following documents:**

i. ID Proof with Photo.
ii. Proof of Address.
iii. PAN Card
iv. GST Registration Certificate in case of registered (Optional).
v. Experience Certificate if any (Optional).
vi. Any other related/specific documents as required.

**f.** The non-compliance of the conditions of para 5(d) by the bidder will entitle the corporation to reject the tender.

**g.** The Successful bidder shall be issued with allotment letter as per the existing norms of the Corporation. The selected bidder has to execute the license agreement as per the Karnataka Stamp Act on payment of stamp duty at their own cost.

**h.** BMTC reserves the right to accept or reject any offer without assigning any reasons thereof. Conditional tenders will be rejected summarily.

**i.** The successful bidder shall submit the original copies of the documents as detailed in Para.5(d) for verification before entering into an agreement.

**j.** In the case of the firms registered under the Indian Partnership Act and Companies registered under the Companies Act, the person signing the tender shall state the authority under which he is signing/ acting on behalf of the partnership Firm/ Company and send the certified copy of the partnership deed and in the case of companies, the memorandum of association and articles of association

issued by the authorities authorizing him to act in that capacity and failure to annex the above documents will entail to the rejection of such tender. Such tenders should be treated as invalid.

**6. <u>EMD & Security Deposit :</u>**

**a.** EMD/tender processing fee shall be paid in the E-Procurement portal through Credit Card, Direct Debit, NEFT or RTGS only.

**b.** The EMD do not carry any interest. The Earnest Money deposit furnished by the bidder will be forfeited in the event of the bidder withdrawing the tender at any time before acceptance. The EMD of the successful bidder will be refunded only after completion of the contract period.

**c.** The EMD of the successful licensee will be adjusted towards security deposit. The selected licensee shall remit balance security deposit & enter into agreement within 20 days from the date of issue of allotment letter, failing which, Earnest Money Deposit will be forfeited and allotment will be cancelled by duly black listing the agency and the licensee/agency will not be permitted to participate in any of the tenders of BMTC for a period of three (3) years from the date of such black listing.

**d.** Earnest Money deposit of the bidders will stand forfeited by black listing the bidder for a period of 3 years in case:

i. Withdraws the tender/bids after opening of the tender or during the validity period of the tender.
ii. Makes false representations with regard to the eligibility criteria.
iii. Fails to keep up to commitments made in the bid.
iv. Submits more than 1 bid in the same name.
v. Fails to furnish the required security deposit within the specified time limit.
vi. Withdraws or amends tender/bids or derogates the tender in any aspects in such case, the Earnest Money Deposit will be forfeited.

**e.** The previous earnest money submitted in connection with any other tender will not be adjusted towards the present tender.

**f.** **Security Deposit:**

After Selection, the successful bidder has to remit **11(Eleven) months** offered license fee as interest free Security Deposit through Demand Draft before entering into the agreement. This deposit does not carry interest and returnable after successful completion of license period subject to the adjustment of arrears if any. The time limit fixed for remitting the security deposit is 20 days from the date of communication of allotment. The licensee shall remit additional security deposit every year for the escalated amount.

**g.** In case of any short fall legal proceedings will be initiated to recover such short fall from the licensee.

**h.** No interest will be paid on EMD/Security Deposit or any other deposits.

**7. Mode of Payment of License fee:**

**a.** The successful tender shall pay monthly license fee for the completed month in cash/DD on or before 5th of next month. For eg: License fee for the completed month of January-2023 shall be paid on or before 5th of February2023**.**

**b.** In case if the successful tenderer/bidder fails to pay the monthly license fee as prescribed above the tenderer is liable to pay a interest at **18% per annum** on the sums which have been due and payable, not paid to the corporation.

**c.** The license fee shall be paid every month regularly. In case of nonpayment of license fee consecutively for three months, the agreement may be terminated by the licensor. The license fee shall start from the date of agreement OR as stipulated therein.

**d.** The selected bidder shall pay applicable electricity and water charges along with monthly license fee/quoted amount.

**e. Escaltion Clause:**

i. The license fee will be escalated by 10% every year and the successful licensee have to pay proportionate (Eleven times of escalated amount) additional Security Deposit for each subsequent year in the form of Demand Draft drawn from any Nationalized or scheduled bank only.

ii. The monthly License fee is escalated annually by 10% over the existing license fee from January of every year from Second year onwards till the end of the license period

iii. In respect of New Licensees selected in the middle of the year, the first escalation will be at the rate of 1% of the initial license fee for every completed month of the license period upto December 31st , subject to a maximum of 10%.

**8. Electricity & Water Charges:**

**a.** The licensee shall pay the charge of Electricity consumed as per the bill raised by the supplying authority and shall not allow any arrears to accrue.

**b.** In case water is supplied by BWSSB the licensee shall pay the charges of water consumed proportionate to the units consumed (as per the meter / sub-meter readings) as per the bill raised by BWSSB.

**c.** The licensee shall make his own arrangement for water connection, if BWSSB connection is not available. BMTC is not responsible for water supply.

**d.** Whenever the water is supplied from BMTC from its own sources the licensee shall pay the charges of water consumed for the proportionate units consumed as per the reading of the meters installed for the purpose, at BWSSB rates.

**e.** If electricity/ Water is supplied by BMTC, the licensee shall pay the charge of electricity/ Water consumed as per the bill raised by the jurisdictional Depot Manager/ Bus stand in-charges on completion of the month.

**f.** Delay and part payment shall lead to simple penal interest at 18% per annum.

**9. <u>Termination/Cancellation/Forfeiture of EMD/Security Deposit:</u>**

**a.** The BMTC shall have the right to rescind the contract/license at the cost and risk of the licensee in the event of breach of any of the terms and conditions of the contract (Terms and conditions of the executed agreement) and in such case the Security Deposit will be forfeited.

**b.** In the event of termination of license due to the successful licensee failing to complete the stipulated license period, any losses incurred by the BMTC for the balance period of the contract/ agreement period, shall be borne by the successful licensee and in case licensee fails to pay the loss incurred by the BMTC, legal proceedings shall be initiated to recover such losses incurred.

**c.** If the contract is terminated for the reasons what so ever, such licensee is not entitled to participate in any of the tenders of BMTC for the period of 3 years from the date of termination.

**d.** If the licensee discontinues the agreement for whatsoever reasons before completion of one year of the agreement period, the entire security deposit will be forfeited. The Licensor reserves the right to terminate the agreement by giving one month’s notice.

**e.** The licensee may get the agreement terminated prematurely by issuing 3 month’s advance notice to BMTC after completion of one year license or by paying 3 month’s license fee equivalent to 3 months notice period for termination.

**f.** In the event of continuous breach the licensee even after two notices, the Corporation can terminate the license with immediate effect.

**g.** The delegated authorities of acceptance of bid are the only authorities who can terminate the license in both the cases.

**10. <u>Prohibition Clause for Black Listed /Default Licensees / Disqualification:</u>**

a. The licensees who have been black listed or terminated or a defaulter in any departments of State Governments or Government of India or in any public sector undertakings or in any corporate for any reason what so ever are not eligible for participating in the tender.

b. The licensee shall furnish a self declared certificate for not having been black listed or terminated or being a defaulter in any departments of State Governments or Government of India, public sector undertakings or in any corporate for any reason what so ever and this shall be uploaded in e-portal along with tenders.

**11.** The time limit fixed for remitting the balance security deposit towards BMTC is 20 days from the date of communication of the acceptance of the bid. The communication of acceptance of the bid shall complete on posting the acceptance by Registered Post A/D to the address furnished in the bid documents. For the purpose of computing the said 20 days the registered letter shall be deemed to be served within seven days from the date of posting. Non receipt of the letter shall not be a ground to extend the time. In case of failure to pay the security deposit it shall be deemed that the bidder has withdrawn his bid and all consequences which is liable to as per clause above shall follow with regard to forfeiture of the EMD and liable to pay damages. The EMD will not carry any interest and would be returned to the unsuccessful bidders after completion of selection procedure.

**12.** BMTC takes no responsibility for the delay, loss or non-receipt of any submission due to technical problems in case of e-tender.

**13.** The selected bidder is permitted to run the below **business activities-**

- Office
- Commercial activities. **(**Except Refreshment Room**)**
- ATMs/ or flight reservation online booking centers
- Any other legally permitted business after getting approved from

**14.** The selected bidder shall submit detail project report of the business and space utilization plan before entering into the agreement.

**15.** The licensee shall not conduct any kind of unlawful and prohibited business such as carrying on traveling agency business or any kind of business which is against to the interest of the licensor or KSRTC/ BMTC. In the event of breach of any of the above terms the licensor reserves the right to terminate the license.

**16.** The licensee shall not display or exhibit pictures, posters, statues or other articles which are obscene, indecent, immoral or otherwise improper. It is expressly agreed that the decision of the Licensor in this behalf shall be conclusive and binding on the licensee and shall not be a subject matter of dispute.

**17.** The Licensee is however entitled to put up name board/signage pertaining to the office being carried on in the inside premises in question, without in any way affecting the design and beauty of the building. However, if the licensee desires to display on any other part of the Office Space, he shall obtain prior written permission from the Licensor.

**18.** The Licensee shall not display or exhibit any advertisement, erect hoarding in any part of the exterior wall of the Office premises. No displays on the interior wall/ glass which are visible outside will be allowed as all advertisement rights vest with BMTC. Further BMTC will have exclusive rights to display or lease space to display any advertisements on such exterior glass/ walls.

**19.** Licensee shall not display advertisements of any sort on the outer side or building facing the outside.

**20.** In the event of BMTC proposing to construct upper floors, it shall be at liberty to do so without any hindrance by the licensee and without affecting the business of the licensee.

**21.** The license will be Terminated / Revoked in case the performance of the licensee is found unsatisfactory in the matter of payment of license fee, manner of catering, complaints from the staff / public, violation of the terms and conditions of the agreement etc.

**22.** The successful tenderer shall have to obtain the required permission from the Municipal Authority concerned before starting the establishment at his own cost.

**23.** In case of unauthorized use of extra space, pro rate charges @50% above the Prorate per month, shall be levied as fine, in addition to removing the encroachment.

**24.** BMTC can terminate the license period if found any repeated violations of the terms and conditions.

**25.** During the tenure of the agreement if it appears to the licensor that the space is required for the use of LICENSOR for its development works, the LICENSOR will issue one month's advance notice to the LICENSEE and the LICENSEE have to vacate the allocated open space by removing its belongings.

**26.** The licensee shall close down his business and remove all his belongings immediately after his license is terminated or an expiry term of license. Otherwise extra charges will applicable.

**27.** The BMTC does not bind itself to accept highest offer or any other offer and reserves the right to reject or all offers without assigning any reasons thereof without being answerable to the offerer in any manner of whatsoever.

**28.** The selected licensee shall have no interest in the property of Commercial/ Office space nor shall he be deemed to have exclusive possession thereof, except the right of use of the premises during the stipulated period and the Licensee shall not be deemed to be the tenant of the Licensor.

**29.** If the Commercial/ Office space mentioned increases or decreases after joint measurement then the license fee will be fixed on prorate basis accordingly for the actual space available. The selected bidder will have no right to dispute the same. The bidders are advised to do due diligence before submitting their offers.

**30.** The selected licensee shall keep and maintain the licensed premises and the surrounding premises in clean, proper, decent and hygienic condition. The licensee shall equip the premises with good furniture and shall not cause any damage to the structure, fixtures and fittings available in the licensed premises.

**31.** The selected licensee shall be liable to pay the cost of damages, if any caused by him or his servants to the licensed premises.

**32.** The selected licensee shall place and continue to keep in the aforesaid premises all necessary equipment's required to run

the licensed premises and shall not remove them without the previous approval of the Licensor.

**33.** The selected licensee and his servants or his agents or his authorized representatives shall have access at all reasonable time to and from the premises for the purpose herein before mentioned.

**34.** The common area will be in the possession of BMTC and used by all the occupants/ licensees in the same building. All the licensees have to share the house-keeping charges for the common areas on prorate basis according to area occupied by them. If the licensee uses the portion of common utility for their purpose exclusively, they have to pay the license fee/ rent on pro-rate basis.

**35.** The service utilities like staircase, lifts, fire ducts, electrical ducts, sanitary ducts, electrical room etc shall be used for the purposes they are meant and shall not be used for commercial/ any other purposes.

**36.** The said bus station complex is provided with 60 KW power sanctioned from Bescom. Separate BESCOM meters will be installed for Commercial shops/Areas.

**37.** The licensor will provide normal power supply based on the load and phase available at the project site as on date. Licensee has to make their own arrangements of getting additional power from BESCOM at their own cost and they are entitled to withdraw the deposit or take away the installations after their term is over. Necessary NOC will be given from BMTC in this regard.

**38.** In case the licensee desires to have additional commercial space, licensor in its whole discretion shall have the right to accept/ reject such proposal. The additional space will be allotted on pro-rata basis or at the rate decided by licensor.

**39.** The power supply will be extended by licensee from Licensor’s distribution boards. The length of cable etc., to be provided by the licensee from distribution board (to be nominated by licensor) shall depend upon location of individual facility at the project.

**40.** The selected licensee shall abide by all rules, regulations and orders that the Licensor or his authorized representatives may from time to time make or adopt for the care protection and administration of the licensed premises and the general welfare and comfort of its public, employees and others.

**41.** The Licensor shall have a lien on all the belongings and properties of the Licensee for the time being in or upon the premises of the Licensor.

**42.** On the expiry of the period fixed in the license or on revocation of the license under the terms and conditions thereof, any belongings of the Licensee found in the licensed premises shall be liable to be auctioned unless claimed within a fortnight of the expiry of the license period or revocation of the license as the case may be. The Licensor shall be entitled to appropriate out of the proceeds of such sale, the amount due to the Licensor from the Licensee and the balance if any shall be paid over to the Licensee or his legal representative after deducting the cost of auction.

**43.** The Licensor shall have the right to terminate the license giving one month notice, without assigning any reasons thereof if the licensor desire to revoke the license during the currency of the license.

**44.** The successful licensee shall comply with all the provisions of prevailing Contract Labour (Regulation and Abolition) Act, Workmen's Compensation Act. Provision of Hours of Employment Regulation Act, Payment of Wages Act, Factories Act, Employees PF Act, Bonus Act, Payment of Gratuity Act, Equal remuneration Act, ESI Act, Industrial Disputes Act, Employment of Children Act, MV Act and Regulation of Employment and Welfare Act or any other Act. In case of consumer Forum case the liability will rest with the successful licensee/licensee.

**45.** The Licensee shall be responsible for payment of wages to the employees engaged by the licensee and also responsible for payment of any statutory recoveries like PF, ESI, VAT, Luxury Tax etc.,

**46.** The selected licensee shall make arrangements to dispose the waste generated. He shall not dump the waste in BMTC/KSRTC premises. The Waste/Garbage disposed as segregated dry & wet waste. The Waste/garbage shall be disposed through the BBMP authorised waste disposal agency only. Or the Waste/garbage shall be disposed through the waste disposal agency selected by BMTC at the cost of Licensee.

**47.** In case the premises is destroyed or damaged by natural calamity or riot or civil disturbances or war or by

Department civil work so as to make it unfit for use by the Licensee, the license shall stand determined automatically.

**48.** Engaging Child labour is strictly PROHIBITED.

**49.** It shall be the responsibility of the licensee to provide residential address, emailed, contact numbers and other contact details at the time entering into the agreement. The licensee shall update to BMTC if there is any changes in the contact details. BMTC will send communication to the address/e- mail ID given by the bidder.

**50.** Any individual or individuals signing the application forwarding the letter or other documents connected with this tender shall specifically mention that he is so signing in individual capacity as:

a. A sole proprietor of the firm or his attorney.

Or

b. A registered active partner or its attorney. In the case of the firms registered under the Indian Partnership Act and Companies registered under the companies Act, the person signing the tender shall state the Authority under whom he is signing/acting on behalf of the Partnership Firm/Company and send the certified copy of the Partnership Deed and in case of the Memorandum of Association and Articles of Association issued by the Authorities authorizing him to act in that capacity and failure to annex the above document will entitled to the rejection of such tender. Such tenders shall be treated as invalid.

**51.** The selected licensee shall remove all his belongings from the place given to him on license immediately on revocation or termination of the license. If the licensee fails to remove all his belongings as per this clause in that event the licensor shall be entitled to remove all such belongings and auction them at the cost of the licensee and after deducting all the arrears of license fee the surplus amount shall be paid the licensee.

**52.** Smoking shall not be allowed on the licensed premises.

**53.** **<u>Gestation Period:</u>**

The selected licensee will be provided with rent free gestation period of **one month** to carry out interior works. The space will be provided under “as is where basis” condition. The permanent structures installed/erected/ constructed by the licensee will become property of BMTC after expiry/ termination of license.

The civil works shall be carried out with pre-obtained approval of plans from the Civil Engineering Department of BMTC and under their supervision. However, if the above works are completed for the entire or part of the area allotted before the closure of gestation period and the operations/ business is commenced then the payment of license fee will commence from that date for the proportionate space on pro-rate basis. The payment of license fees commences after expiry of gestation period irrespective of occupation or not (This terms not applicable for fully furnished com/office spaces).

**54. <u>Dispute Resolution/ Arbitration Clause</u>** :

a). In case of any dispute arising between the licensor and the licensee in respect of the interpretation or performance of any Terms & conditions of agreement the same shall be referred to the Managing Director of the BMTC to settle the dispute amicably and whose decision shall be final and conclusive.

b). If the dispute not resolved amiability the aggrieved parties are at liberty to approach the Commercial Court as per the provisions of the Commercial court Act, at jurisdiction Bengaluru only.

**55. <u>DAMAGES CLAUSE</u>:**

In case of unauthorized use of extra space, a penalty of double the rate of the agreed rates including specified escalation per month shall be levied as damages and recovered as license fee in addition to removal of encroachment at the cost and risk of the successful licensee.

**56.** The BMTC does not bind itself to accept highest offer or any other offer and reserves the right to reject or all offers without assigning any reasons thereof without being answerable to the bidder in any manner of whatsoever. BMTC also reserves the right to re-notify or to select any party without Notification.

**57.** Sub-letting is prohibited.

**58.** BMTC reserves the right to reject any the bidders including those who are presently running the stalls/ commercial establishments in BMTC & found to have violated the agreement conditions.

## The details of Place, Reserve price & EMD are as below:

| Sl. No (1) | Bus Station (2) | Floors/ location (3) | Area in sq mtrs (4) | Area in sq.ft (5) | Reserved Price in Rs. (including GST) (per month) (6) | Earnest Money Deposit in Rs. (7) |
|---|---|---|---|---|---|---|
| 1. | Kengeri TTMC | Commercial/ Office Space – Upper basement floor. | 464.51 | 5000 | - | 3,01,743 |
| 2. | Shanthinagar TTMC | Commercial/ Office Space – Ist-floor | 92.90 | 1000 | - | 1,69,017 |
| 3. | Shanthinagar TTMC | Com/Office Space Ground Floor | 291.27 | 3135 | - | 5,81,511 |
| 4. | Hesaraghatta | Commercial/ Office Space – Ist floor | 103.12 | 1110 | - | 1,26,741 |
| 5. | N R Colony | Commercial/ Office Space – 02 Mezz.Floor | 37.19 | 400 | - | 56,040 |
| 6. | Yeshwantpura TTMC | Commercial/ Office space: Upper Level | 95.03 | 1023 | - | 2,17,545 |
| 7. | Domluru TTMC | Com/Office Space: Ground Floor | 117.42 | 1264 | - | 99,282 |
| 8. | | Com/Office | 196.58 | 2116 | - | 1,16,688 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | Space-01: Mezzanine floor | | | | |
| 9. | | Com/Office Space-02: Mezzanine floor | 78.5 | 845 | - | 1,15,371 |

**Note: Bidder should quote the amount per month (including GST).**

**Sd/-**

**Chief Traffic Manager (Com)**

**(Tender Inviting Authority)**